

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: OCTOBER 3, 1997

INVITATION FOR BIDS

NO. IFB-98-051-M

SEALED BIDS
FOR
FURNISHING AND DELIVERING

FULL SIZE SEDANS (WITH POLICE PACKAGE)
FOR DEPARTMENT OF TRANSPORTATION, HARBORS DIVISION
ON MAUI

will be received up to and opened at 2:00 p.m.

on

October 17, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Alvin Washiashi at (808) 586-0571 or facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-051-M

Name of Company

06/03/96

FULL SIZE SEDANS (WITH POLICE PACKAGE)
FOR DEPARTMENT OF TRANSPORTATION, HARBORS DIVISION
ON MAUI
IFB-98-051-M

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

One (1) Full Size Sedan with Police Package as specified:

Make & Model No. _____

Year of Manufacture _____

a. transmission type: M, A, or L _____

b. number of speeds: _____

c. engine size: number of liters & cylinders _____

Make & Model No. of Lightbar _____

Make & Model No. of Speaker _____

Make & Model No. of Siren/PA _____

Make & Model No. of Partition _____

Total Bid Price: \$ _____

Vehicle shall be delivered as follows within 180 calendar days from date of Notice to Proceed:

Delivery Address

Contact

Dept. of Transportation
Harbors Division
103 Ala Luinana Street
Kahului, HI 96732

Mr. Sidney Fevella
877-5713
Mr. Henry Koa
877-0554

Service & Repair Facility on Maui:

Name _____

Address _____

Telephone No. _____

Contact _____

Bidder: _____

State License No. _____

GENERAL SPECIFICATIONS

In addition to Detailed Specifications listed, the following requirements shall form a part of these specifications:

- a. Vehicle offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.
- b. Manufacturer's standard warranty of 36 months or 36,000 miles, whichever occurs first, and warranty documents.
- c. Contractor shall provide a copy of the owner-operator manual and service/repair manual.
- d. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- e. Vehicle shall be completely serviced and in full operational condition upon delivery.

MINIMUM SPECIFICATIONS

Three (3) Special Police Packaged Equipped 4-Door Sedan

1. Model New, of 1997 production model, rear wheel drive complete with special police packaged equipment and all necessary Pre-delivery services performed and meeting the following minimum specifications herein.
2. Dimensions:
 - Wheelbase: 114" minimum
 - Overall Length: 212" minimum
 - Overall width: 77" minimum
 - Overall Height: 56" minimum
 - Front Compartment
 - Head Room - 39" minimum
 - Leg Room - 42" minimum
 - Rear Compartment
 - Head Room - 38" minimum
 - Leg Room - 39" minimum
3. Engine
 - Displacement: V-8, 4.6 Liter/281 cubic inch minimum
 - Fuel Injection: Sequential Multi-Port Fuel injection
 - Ignition System: Distributorless Electronic Engine Control
 - Cooler: External Auxiliary Engine Oil Cooler
4. Exhaust System Stainless Steel Dual Exhaust
5. Power Train Components:
 - Transmission: Heavy duty 4-speed electronic automatic overdrive transmission with a suitable low range lockout device and overdrive lockout button.
Heaviest heavy duty external front mounted oil cooler.
 - Drive Shaft: Heaviest heavy duty components and balanced for high RPM useage.
 - Rear Axle: Heaviest heavy duty available; electronic traction assist with base axle ratio of 3.27 minimum. Availability of optional higher commercial ratio shall supersede standard equipment.
6. Charging System:
 - Battery: Heaviest heavy duty, 89 amp-hours, 850 minimum CCA with heat shield; maintenance free model.
 - Alternator: 130 AMP. minimum with unique drive pulley for high output at idle; electronic voltage regulator.
7. Cooling System: Heaviest heavy duty large capacity radiator assembly with three or more cooling cores; Silicone radiator and heater hoses with worm gear clamps; high volume, low restriction waterpump with 8 blade minimum metal or equal fan assembly

8. Braking System Power assist heavy duty dual hydraulic with four wheel anti-lock brake system (ABS)
- Front Disk Rotor: 11" minimum
- Rear Disc Rotor: 11" minimum
9. Steering System: Power steering with tilt steering wheel required. Manufacturer to provide steering gear which affords maximum firm "feel" and fast return characteristics, designed for Evoc type operations
10. Suspension: Special police packaged equipped pursuit suspension, includes heavy duty front and rear stabilizer bars, special springs and heavy duty gas shock absorbers.
11. Body/Chassis: Full perimeter chassis frame and roof reinforcements for police signal lighting equipment. Frame members shall be heavier than production models for reinforcement purposes.
- Roof Structure: Roof bows shall be located at "B" pillar and middle of rear doors. Centerline of the bow from rear edge of windshield shall be 14.5" and 40" measured on roof centerline. Feature shall also include removable headliner for wiring convenience.
- Roof Reinforcement: Reinforced lateral bars with extension plate to windshield header. Reinforced area shall provide mounting of roof light up to 14" diameter and 25 lbs. center line of lamp shall be approximately 24/25" from windshield header.
12. Certified Speedometer: Shall be calibrated to within 3 MPH accuracy, 0-140 MPH Scale Minimum. Analog type scale graduations to be linear and of 1 or 2 MPH increments. Digital type speedometer to be 2 MPH increments.
13. Gauges: Gauge cluster, voltmeter, oil pressure and water temperature gauges shall be direct reading type wired in combination with any standard indicator warning lights.
14. Air Conditioning: Shall be factory installed, manual with positive shutoff registers. Air conditioning system shall incorporate environmental friendly refrigerant (R134A)
15. Glass: All tinted soft ray glass within legal limits.

16. Seats: Heaviest heavy duty construction front 45/45 bucket seats. Manual operation for both. Front seat covers shall be cloth material, the heaviest heavy duty in colored keyed in dark blue.
17. Tires and Rims: Special police packaged VR rated tires, P225-70R-15 blackwall, fabric or steel belted mounted on heavy duty steel 15" x 8-1/2" RIM. No substitutes. Wheel covers shall be full wheel, cover type; spare tire and rim shall be conventional type as with same size tire specified, no substitutes.
18. Body Side Molding: Body side molding shall be deleted from front doors and shipped loose in trunk.
19. Spotlight Left hand pillar mounted with a minimum 100,000 candle power on windshield post. Fixture to have 360° turning radius.
20. Lights, Interior:
Map Light: Map light to be mounted on headliner on longitudinal center line of vehicle approximately 6" from windshield garnish molding. Map light to be controlled by moving the instrument light intensity switch to maximum position. Operation to be independent of other lights; all door jam switches to be made inoperative.
- Compartment Light: Engine and trunk compartments shall be equipped with lights that are controlled by mercury switches.
21. Key Equipment: Single key system, all units to be coded individually with four keys furnished for each unit. Remote fuel filler door switch, tamper-proof, secured with operator having access control.
22. Dual Air Bags: Driver and passenger side supplemental inflatable restraint system (airbags), manual lap/shoulder safety belts for all outboard seating position; manual lap safety belts, center seating positions.
23. Windshield Wiper/Washer: Multi-speed electric, to include intermittent feature with dual jet windshield washer system.
24. Floor Covering: Heavy duty rubber (black) & with heavy duty large rubber black floor mats to cover both front driver's and passenger side floors.

25. Mirrors - Rearview: Inside mirror shall be day/night type. Outside shall be remote control type, installed on left hand and right hand doors. Controls to be within reach of operator/driver.
26. Hood Latch Release: Equipped with inside hood latch release
27. Trunk Release: To be equipped with electrically operated remote control trunk release
28. Radio: Standard AM/FM stereo radio with seek-scan and electronic digital clock.
29. Vehicle Body Color: Vehicle shall be painted factory brightest white and tire rims shall be painted black.
30. Optional Equipment: Any and all other items of component and equipment listed in the manufacturer's specifications and brochures as special equipment options police packaged equipped standard features, whether specified herein or not shall be included.
31. Power Windows: All vehicles shall be equipped with standard electric power windows. The master controls for all four (4) windows shall be located on the left door panel arm rest or on the panel in an area convenient to the vehicle operator. The rear windows will be controlled only from the driver's master switch control. Right front door power window switch shall be operable by the front passenger.
32. Power Door Locks: Power door locks will be installed on all four (4) doors. The master control switch shall be located on the left front door panel in an area that is conveniently accessible to the vehicle operator.
- Power door lock switch for the rear doors will be disconnected and made inoperative. Rear door locking rods shall be disconnected and taped to the rod assembly inside of the rear door panel for future installation.
33. Rear Interior Door Handles: Operating mechanism for inside rear door handles shall be disconnected and made inoperative. Rear doors will be made to open by exterior mechanism only. Remote rod will be taped to lower door panel for future installation.

34. Speedometer Certification: Speedometer accuracy must be certified by a Hawaii State Authorized Certification Shop.
35. Marking Decals: State Harbor Police Section shall provide two decal shields for the vehicle which must be installed/applied on both front doors.
- The vendor shall furnish and install other markings as described herein:
- A. Two blue stripes of 3M reflective material, each measuring not less than 1/2" in width to run the length of the vehicle on both sides. Stripes to run parallel to each other separated by a space of 1-1/2".
- B. The word "HARBOR POLICE" in letters 1/2 inch wide and 3 inches high blue in color, made of reflective material to be placed on the lower portion of the trunk lid.
36. Emmission Standards: Manufacturer's standard equipment and all devices necessary to comply with the federal motor vehicle safety standards will be included. Vehicle must comply with all federal emission standards on crankcase, exhaust and applicable Hawaii State laws.
37. Rustproofing: Standard factory interior anti-corrosion protection a factory corrosion (rust-through) coverage warranty package shall be provided. Any body sheet metal panel that rust-through due to corrosion shall be covered for 5 years and unlimited mileage. No deductible; sheet metal panels will be replaced or repaired.
38. Fire Extinguisher: Furnish and install one (1) fire extinguisher, 2-1/2 lbs., dry chemical type, ABC, UL approved, with mounting brackets. Fire extinguisher shall be mounted between driver and front passenger bucket seats on partition shield.
39. Manual/Technical Bulletins: Successful bidder shall furnish two (2) sets of factory service manuals containing mechanical, chassis-body, and electrical information. All parts furnished on the vehicle will be listed in the parts book, including supplemental heavy duty parts book or a supplemental special parts listing on police packaged equipped vehicles. All manuals are to be complete and furnished with the delivery of vehicles.

39. Manual/Technical
Bulletins:
(continued)

All factory technical bulletins pertaining to service/repair revisions and identification of new replacement parts from vehicle manufacturer shall be provided by the successful bidder to the Department of Transportation, Harbors Division Maintenance Facility.

40. Warranty:

A three (3) year 100,000 miles, \$100.00 deductible extended warranty, bumper to bumper, shall be implied in conjunction with standard manufacturer's warranty as supplied with all vehicles sold by the manufacturer. Use of other than original equipment parts, modifications and installation of emergency and special police packaged equipment will not void warranty. All warranties, expressed or implied, must be submitted in writing and will become part of the vehicle manufacturer's formal bid offering.

MINIMUM SPECIFICATIONS

SPECIAL POLICE EMERGENCY SYSTEMS: REQUIRED

IT SHALL BE UNDERSTOOD AND AGREED HEREIN THAT THE SPECIAL POLICE PACKAGED EQUIPMENT (LIGHT/SOUND SYSTEM/PUBLIC ADDRESS (PA) SYSTEM), COMPLETE AS SPECIFIED HEREIN BELOW, WILL BE FURNISHED AND INSTALLED BY A CONTRACTOR WHO IS AN AUTHORIZED WHELEN DEALER AND REPAIR FACILITY.

EMERGENCY LIGHT BAR, WHELEN MODEL EDGE 9308 DIAGNOSTIC, COMPLETE WITH LOW-PRO SIREN/PA SYSTEM, PCDS-9E POWER CONTROL CENTER DIAGNOSTICS SYSTEM, MODEL 295HFS1 ELECTRONIC SIREN, AS SPECIFIED HEREIN BELOW.

1. The Whelen 9308 diagnostic light bar shall be aerodynamically efficient and shall have a low profile appearance 3-3/4" in maximum height. The design of this structure shall separate the front flash from the rear flash, the main structure material must be heavy duty gauge aluminum in the form of an "I" or "H" design.
 - A. The bar shall contain four (4) Turbo type strobe tubes, one located in each corner. To the inside position of the light bar there shall be two (2) high intensity directional strobe tubes, facing to the front and two (2) high intensity directional strobe tubes, facing to the rear. The Turbo and directional strobe tubes shall be relampable without changing the reflector module assembly.
 - B. Turbo strobes shall be powered by two (2) 90/60 watt power supplies. The amperage draw for each power supply shall be a maximum of eight amps average per power supply at 14 volts DC. Strobe power supplies shall produce a series of four pulses per envelope of flashes (called Comet Flash) to each strobe flash tube at a rate of 70 envelopes per minute per tube, for more on-time approximately 60%.
 - C. Take-down light system: The light bar shall be equipped with two (2) front facing high intensity lamps, which shall be relampable without changing the reflector module. There shall be clear horizontal-fluted lens in front of each take-down lamp.
 - D. Alley light system: Each alley module shall be placed at the end of the light bar. The end cap shall have a clear cut-out with built-in optic for maximum light dispersion. Each alley light shall be illuminated individually.
 - E. Cruise light system: The light bar shall have four (4) incandescent cruise lamps in each of the four corners of the light bar. All four lights must come on at the same time.
 - F. Construction of outer lenses: The outer lenses shall be constructed of UV stabilized Blue polycarbonate, with built-in type spreader optics to disperse a horizontal non-fluted strip across the center of the lens to allow for maximum light output. Separate over-lapping lenses (clear outer lenses and colored filters) are unacceptable.

2. The Power Control Center/Diagnostic System (Whelen FCDS-9E) unit shall have the dimensions not exceeding 6" wide, 2" high, and 3" deep (not including switches and rear connectors). The diagnostic switching system must be a nine-function micro-processor driven light bar controller that uses full duplex serial encoded information to control all light bar functions, interconnection to the light bar via only two (2) #22 gauge full duplex communications wire. Instant-full bar diagnostic test via single push button operation ("Quick Test Mode"). CMDS micro-processor controlled, eight position DIP switch for function modification of each control switch. The systems will be factory pre-programmed and pre-wired to operate the following sequences:
 - A. Slide Switch:
 - (1) Position 1 - Front Strobes only
 - (2) Position 2 - Rear Strobes only
 - (3) Position 3 - All eight strobes, front and rear double flash directional strobe modules, front Hide-a-way strobes and rear Hide-a-way strobes.
 - B. Auxiliary Push Button Switches: (Left to Right)
Switch 1 - Cruise Lights
Switch 2 - Front & Rear Directional strobe module
Switch 3 - Front Take Down Lights
Switch 4 - Left Alley Lights
Switch 5 - Right Alley Lights
Switch 6 - High-low Strobe Power and Diagnostic Quick Test
3. The Electronic Siren Unit (Whelen 295 HFS1) shall have the dimensions not exceeding 6" wide, 2.5" high, 6.5" deep (not including switches and rear connectors)
 - A. The siren unit shall have a siren button, selector switch for radio rebroadcast, PA, manual, hands-free, wail, yelp and piercer-tone. Prewired unidirectional PA microphone, recessed pre-set volume control for radio rebroadcast. PA volume gain knob. Combination ON/OFF and horn right transfer switch. The siren will progressively change from "wail" to "yelp" to "piercer" simply by tapping the horn button only once each time. Two quicktaps will restore the siren to "stand by".
 - B. Authorized Whelen/Dealer Repair shall wire the hands-free function to the vehicle horn relay and also tie into the power control center for activation in position no. 3 of the slide switch.

- C. Shall be equipped with "Si-Test", which is a silent/self diagnostic feature that offers instant indication of siren or speaker(s) failure. Two red LEDs shall indicate whether one (or two) speaker(s) or the electronics have failed during actual siren operations or when the manual push button is depressed while in the "Radio" mode for silent testing.

This feature is required to assure proper warning capability and eliminate the need for annoying siren testing during vehicle inspections or shift change. Siren amplifier shall be current AAMVA/AMECA criteria, authorized Dealer/Repair Dealer shall supply a copy of certifications by independent testing facility.

4. The Siren Speaker (Whelen SA-40) shall be affixed to the light bar system and centered. Low profile siren speaker shall not exceed height of 3" from the top of the light bar. Siren unit must be compatible with system.

Unit shall be supplied with an American made high-efficiency 100 watt driver, frequency range shall be from 375-8000 Mz with an impedance of 13 ohms nominal and a minimum of 3 years warranty. No substitutions.

5. Control Console Installation: Authorized Whelen Dealer/Repair Dealer shall install the power control/diagnostic system (PCDS-9E), siren amplifier (295HFS1) in a concept seating Pro-Copper Model CC-1050 control console. Console must remain clear of the 1994 airbag zone mandates. The base portion of the console or the portion of the console that will set between the bucket seats shall be made from low density polyethylene or similar material. The profile of the console between the seats shall NOT extend higher than the lower seat cushions for ease of exit to either side of the vehicle in an emergency situation. All metal parts must be powdered coated with a texture finish to insure greater longevity.

All required wiring and fuse blocks shall be supplied to interface with the original equipment vehicle electrical system. Prior to installation, the authorized Whelen Dealer/Repair Dealer shall submit to the purchaser/contact person a drawing of the equipment placement and control console.

6. Any and all other items of equipment and components as listed in the manufacturer's specifications and/or brochures as standard equipment, whether specified herein or not shall be included.
7. Hide-a-way Whelen Brand Strobes System, no substitutions, one (1) SPS460 power supply with four (4) HA238C power heads of highest wattage and intensity strobe. Two (2) installed into headlight assembly and two (2) installed into rear taillight assembly. Strobes will be powered with a minimum of 4 high energy pulse "Comet Flash" light pattern power supply. Strobe module and power supply unit will be linked into the Power Control Center/Diagnostic System into the Slide Switch position no. 3.

8. Rear Transport Seat & Restraint Bar: Furnish and install for each unit a one (1) piece Laguna Manufacture Brand, Model 3P Proactive Police Transport Seat with lap and shoulder strap belts restraints with lap restraint bar. Transport seat shall be black and placed into rear seat position. The factory installed seats shall be either credited to the cost of the vehicle or submitted to the Department of Transportation, Harbors Maintenance Facility. No substitutions allowed as the seat must be compatible to the Transport Shield as equipped.
9. Rear Transport Partition Shield: Sentina Bodyguard Model No. 10SL (Lexan) Partition no substitution as it must be compatible with the Rear Transport seat;

Frame Construction: Frame construction shall be heavy duty steel frame tubing with 1-5/8" outside diameter x .120" x 4" welded steel tube with 3/8" holes for mounting steel upper support brackets and upper Lexan filler panels. Upper framework to be padded with 1/2" thick, black foam rubber padding. Lower framework to have 1/8" x 1-1/4" x 1-3/4" welded steel tabs with 9/32" holes for mounting lower Lexan filler panels. 14 gauge steel seatback protector welded securely to the steel framework with no protrusions in the rear seat compartment area. Upper portion of steel framework to have forward bend for maximum passenger entrance through rear doors. The shield must be installed for maximum forward and rear movement of the front seats. The spaces surrounding the shield must be such that the rear passenger's hand will not pass through to the front seat compartment. No substitutions as partition must be compatible with the transport seats.

Window Assembly for Partition: Window glass shall be 1/4" thick and coated polycarbonate (Lexan Marguard MR5000). Lexan MR5000 will be used in window and coated with scratch-resistant material. Shall be guaranteed for period of five (5) years by the manufacturer. "General Electric" against abrasion, coating failure and breakage under normal use. 1-1/8" x 1-1/2" aluminum window framework will be 1/4" x 5/8" deep extrusion, with heavy duty pile lined, rubber covered window channeling for sliding window opening, making window rattle proof. Aluminum window frame to be formed to fit and bolt inside radius of main steel framework with no protrusions. Rectangular sliding window will be 12-1/4" high x 15" wide. Glass behind driver will be 12-1/4" x 21-1/2" wide. No substitutions as partition must be compatible with transport seats.

10. Rear Door Window Bars: Furnish and install (ProGuard) one (1) set of two rear door window bars (Portland Style Window Bars) on both left and right rear doors. Bar assembly unit shall be installed to cover maximum area to protect the left and right rear door windows. Bars shall not be smaller than 3/8" diameter with a maximum of 3" space between each horizontal running bars. The bars shall be constructed with heavy duty steel metal with 1/4" diameter holes to secure into both left and right rear door framework. All metal parts must be powder coated with a texture finish to insure greater longevity. Model acceptable are the Portland Window Bars designed for the specific vehicle.
11. Front Bumper/Grill Guards: Furnish and install (Setina Brand) 12" rubber assembly front bumper/grill guards. Model Bodyguard Front Bumper/Grill Guards, 3/8" x 2-1/2" steel with hard rubber pads. No substitutions.

12. Radio Wiring Conduit: Conduit tubing shall be approximately two (2) inches in diameter with a pull cord inside to facilitate pulling or radio wires and other necessary wires. Conduit shall be routed under instrument panel along tunnel and under rear seat to terminate in the trunk.
13. Radio Noise Suppression: Shall be equipped with standard AM and police radio noise suppression package, to include any optional grounding straps. The vehicle shall not interfere with signals received or transmitted by the mobile police radio system, nor shall the vehicle be affected by the operation of a police mobile transmitter.
14. VHF Mobile Scanner Unit: Furnish and install 16 channel VHF/UHF with weather band scanner unit. Unit shall be compact as to fit into console unit assembly. An external trunk lip mounted VHF/UHF antenna shall be mounted onto the vehicle's trunk. Scanner shall be user friendly and user programmable. Model UNIDEN/BEARCAT to receive frequencies 29 to 54 MHz, 136 to 174 MHz and 406 to 512 MHz. No. BC560XLT no substitution unless model is discontinued or upgraded. Equal model is acceptable.

SPECIAL POLICE PACKAGED EQUIPMENT ITEMS NO. 1 THOROUGH 4 LISTED ARE REQUIRED TO MEET CURRENT STANDARDS WHICH ARE PRESENTLY EQUIPPED ON OUR POLICE PACKAGED VEHICLES. IT IS IMPERATIVE THAT EQUIPMENT LISTED ARE SIMILAR AS THE ONES EQUIPPED ON CURRENT VEHICLES AS OFFICERS ROTATE OR RE-ASSIGNED ARE FAMILAR WITH THE EQUIPMENT SET-UP IN THE EVENT OF AN EMERGENCY SITUATION.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of vehicle specified shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii or on the Internet at <http://www.State.hi.us>.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicle offered. Such facility shall be located on Maui.

If bidder does not have a facility on Maui, he shall arrange with a company on the island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect bidder's repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

State License. Chapter 437, HRS, as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective bidders who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the Offer Form.

Chapter 437-2(e) provides that, notwithstanding any provisions of Chapter 437, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding section 437-2(b).

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

BID PREPARATION

Legal Name. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature, indicating the offeror's intent to be bound.

BID PREPARATION (continued)

Tax Liability. Unless the Hawaii Revised Statutes (HRS) exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the 1/2% use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information of Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available in the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Pursuant to Section 103-53.5, HRS, where the offeror is exempted from paying the applicable general excise tax, the price package offered, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax (4%) and the applicable use tax (1/2%). The lowest responsible offeror, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increase(s).

Bid Price. Bid price quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modification of unit, and instructional training in use of vehicle.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at DOTAX Maui and Hawaii district offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the exact brand or manufacturer name and model number, order number or other identifier of vehicle offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified will result in rejection of bid.

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, bidder shall submit with the bid current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within five working days from date of State's request, any further information required to determine acceptability of vehicle offered.

Offer Guaranty. Bid security deposit is not required for this bid.

BID EVALUATION

Bid price for vehicle with established EPA mileage ratings as listed in the US Dept. of Energy's Fuel Economy Guide, Model Year 1996 shall be evaluated using the following formula:

$$\text{Evaluated Bid Price} = \frac{60,000}{\text{City EPA Mileage Rating}} \times \$1.40 + \text{Total Bid Price}$$

In order to determine the exact EPA mileage rating, bidders must furnish the following information on the offer:

- a. manufacturer name and model number
- b. transmission type: M, A, or L
- c. number of speeds
- d. engine size: number of liters & cylinders

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible bidder submitting the lowest Total Bid Price or Evaluated Bid Price, if applicable (see "Bid Evaluation" above).

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

Vehicle furnished under these provisions shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Vehicle furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

DELIVERY

Vehicle furnished under these specifications shall be delivered to the location listed on the OFFER FORM page OF-2.

Delivery shall be made within 120 calendar days from the date the Notice to Proceed is issued. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection and, if necessary, for instruction in use of equipment.

Prior to delivery, Contractor must contact the State representative listed to coordinate delivery arrangements.

CERTIFICATES REQUIRED

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle, Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer Certificate;
- d. Notarized Certificate of Bill of Sale (not required for Oahu dealerships);

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment for the vehicle delivered will not be made without submittal of necessary certificates. The agency shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the county where vehicle is delivered. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the following agency:

Dept. of Transportation, Harbors Division
103 Ala Luinana Street
Kahului, Hawaii 96732
Attn: Kathy Watanabe
Phone: (808) 877-0554

Invoice should reference both the contract number and the Invitation For Bid number.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an **original** (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

Contractor shall provide full manufacturer's warranty for the vehicle delivered. Warranty period shall be for a minimum of 36,000 miles or three (3) years from date the vehicle is accepted and placed in service, whichever occurs first. Full coverage shall include costs for parts, labor, and any other expenses incurred in performing warranty work. Warranty documents shall be delivered with vehicle and shall detail manufacturer's obligation and warranty procedures.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

